

# General Terms and Conditions

## Article 1 – Subject of the Agreement

The parties agree that under the terms of this agreement the Contractor shall provide the Client with services or products for

- Infor Cloud Industrial Enterprise,
- or Infor ERP LN on premise
- or Baan V either Baan IV

after the parties have agreed on the assignments. In return, the Client pays the agreed fee for each assignment.

An 'Assignment' is a specific agreement for which the services are provided. The assignment can also contain more specific conditions, as necessary: timetables, mileage, duration, deadlines, prices, methods of payment, special terms regarding delivery and acceptance etc. Each assignment is carried out for payment of services rendered i.e. the time needed to carry out each assignment is not specified definitively.

## Article 2 – Duration and Termination

2.1 The agreement comes into effect on the starting date of the first assignment.

2.2 The agreement can be terminated by either party by registered post or email and subject to one month's notice, meaning that it remains in force until after the parties have finished the assignments which are still to be completed or are still in progress.

2.3 The assignments and days to be allocated on the assignments / projects will be planned in coordination with the Client.

2.4 In the event of the invoices not being paid, the Contractor has the right to terminate the agreement and any related assignments by registered post and without notice. If the specified payment period has been expired and no payment has been received by the Contractor, then the Contractor should give a notice (of default) via e.g. e-mail and/or registered mail that payment should be done within e.g. 10 working days. After this period the agreement can be terminated by the Contractor or the Contractor can also put on hold the service agreement until payment has been received. Client should not be obliged to pay invoices for assignments that are not completed or that are badly performed

2.5 If the Contractor finds himself in either of the following situations: bankrupt or insolvency or not on-going concern or in liquidation or having to apply for a judicial agreement, the Client can terminate the agreement and any related assignments with immediate effect upon notification to the Contractor by registered post or email.

2.6 If the Client finds himself in any of the following situations: bankrupt or insolvency or not on-going concern or in liquidation or having to apply for a judicial agreement, the Contractor can terminate the agreement and any related assignments with immediate effect upon notification to the Client must be informed by registered post or email.

2.7. The termination or expiration of this agreement and/or any assignment for whatever reason does not entitle either party to any form of compensation or payment including, but not limited to, compensation for lost profits, lost business or lost earnings or any other (consequential) damages.

## **Article 3 – Invoicing and Payment**

### 3.1 Price:

- Contractor and client agree on a fixed hourly rate in Euros for each hour worked, including working hours in "overtime", public holidays or weekends.

### 3.1 Travel expenses and arrangements:

- All expenses (hotel, flights, meals, ...) will be invoiced at cost.
- All submitted reimbursements for expenses made by the Contractor need to be supported by documents proving these expenses and these reimbursements are subject of the approval by the Client.

### 3.2 Travel compensation:

- Travel mileage will be charged at 0.5€/km.

3.3 The Contractor provides a detailed daily operating report (timesheet) to the Client on a monthly basis. This monthly operating report states all the tasks and services provided (if necessary, differentiated by assignment and location) and the time spent on each task.

3.4 An invoice will be issued on a monthly basis.

3.5 All invoices must be paid 30 days end of month. Payment of invoices will be made by bank transfer into the bank account of Contractor.

3.6 All invoices are issued and payable in EURO. All cost related to payments by bank transfer are for the account of the Client.

## **Article 4 – Liability**

The full liability of the Contractor is limited to a maximum of €150.000 (hundred fifty thousand euro).

## **Article 5 – Execution in Good Faith**

5.1 The Contractor shall expend all the necessary time, effort, and skill in carrying out the work and hereby strive for the utmost precision. The Contractor will report on status of the tasks assigned and will give timely feedback to requests.

5.2 The Contractor's employees shall comply strictly with the Client's regulations. The Contractor shall ensure that these regulations are communicated to the Contractor's employees.

5.3 The Client shall co-operate with the Contractor at all times and provide the Contractor with any details and information which are requested by the latter or which are necessary or useful for the execution of the assigned services. The Contractor shall, upon his own initiative, request all documents and information from the Client that are necessary or useful for the proper execution of the services.

## **Article 6 – Replacements**

6.1 The Contractor shall appoint <name contactperson Antaras> as primary contact and responsible employee for all services rendered to the Client. The replacement by another employee of the Contractor requires the prior written approval of the Client. If Mr. <name contactperson Antaras> is no longer available to provide services on a continuous basis, Client has the right to immediately terminate the agreement by e-mail.

The Client is entitled at its sole discretion either to immediately terminate the agreement without any right of indemnification for the Contractor or is entitled either to request a replacement should <name contactperson Antaras> or any other appointed employee be in breach of the performance of its obligations of the present agreement and of any specified assignment, commit an act of dishonesty, disloyalty or fraud, disclose any confidential information received by the Client, commit gross negligence or commit an act of wilful misconduct.

6.2 Should the Contractor fail to appoint another employee within two weeks of the notice given by the Client in respect of the situation described in art 6.1, second paragraph, then the Client is entitled at its sole discretion to either replace this person by its own replacement consultant which costs need to be borne by the Contractor or either request for an indemnification from the Contractor because of early termination and because of non- completion of the commenced assignment.

## **Article 7 – Staff**

For the entire duration of this agreement and for a period of twelve months afterwards, the Client and the Contractor undertake not to employ any of each other's staff directly or indirectly or to have them carry out any work outside the scope of this agreement without prior written consent.

## **Article 8 – Confidentiality**

8.1 The Contractor and the Client shall keep confidential and shall not provide to any third party any information, such as but not limited to information labelled confidential, trade secrets, information in respect of the other party's business, sales, systems, etc. which are not generally known to the relevant public. Both parties will ensure that all its employees, directors and intermediaries are bound by that same confidentiality. This confidentiality duty applies for the duration of this agreement as well at any time thereafter and as long as such information is not yet generally known to the relevant public.

8.2 Upon termination or expiration of this agreement each party shall immediately return any document containing confidential information as described in art 8.1 to the other party which has been provided in the framework of this agreement.

## **Article 9 – Announcements**

For all announcements and notices to be made in writing, the parties use the correspondence addresses stated in this agreement and/or email address [info@antarasgroup.com](mailto:info@antarasgroup.com).

## **Article 10 – Transfer of Rights and Obligations**

Neither party shall assign or transfer any of its rights or obligations under this agreement, neither in whole or in part without the prior written consent of the other party. Any such assignment or transfer will be deemed null and void.

## **Article 11 – Nullity of Stipulations**

11.1 If any stipulation in this agreement, an appendix and/or an assignment is declared wholly or partly void, illegal, or unenforceable by a recognised court of law or another authorised body, the stipulation in question shall be replaced by a stipulation which represents the original intention of the parties as closely as possible.

11.2 At all events, such nullity, illegality, or unenforceability shall not imply that the agreement, the appendix, and/or the assignment are null and void.

## **Article 12 – Applicable Law and Authorised Courts**

12.1 This agreement is governed and construed under the laws of Belgian Civil Law and in accordance with the Belgian Law.

12.2 Any dispute will be subject to the exclusive jurisdiction of the competent Court of Brussels.

## **Article 13 – Acknowledgement**

13.1 Both parties declare that they are aware of this agreement and its appendices and that they accept all the stipulations contained therein. The parties accept that this agreement includes a full account of the rights and obligations of both parties.

13.2 This agreement replaces and nullifies all written or oral proposals, quotations, obligations, announcements, and letters prior to this agreement, unless these documents have been attached to the agreement in order to form part of it or the assignments refer to these documents.

13.3 Amendments to the agreement are only valid if they are laid down in a document with a date stamp and signed by both parties.

This agreement is binding on the parties, their successors, and legal beneficiaries.

Drafted 1 February 2024 by Sebes Zevenhuizen, managing director Antaras